

RELEASE AGREEMENT

This Release Agreement ("RELEASE") is made, entered into and executed by Robert A. Morgan, as Trustee, of the Chapter 11 proceeding of Modder, Inc., Bessemer Brown Service Funeral Home, LLC, and Brown Service Funeral Home, LLC, Elizabeth Anne Modder Wallace and Frank Wallace, and their respective present or former agents, servants, employees, representatives, beneficiaries, heirs, attorneys, successors and assigns, and each and all of said persons, firms or corporations.

RECITALS

Bessemer Brown Service Funeral Home, LLC filed a proceeding in bankruptcy in the United States Bankruptcy Court for the Northern District of Alabama on March 6, 2009, which action was assigned Case No. 09-01406-TOM-11 ("Bessemer").

WHEREAS, Brown Service Funeral Home, LLC filed a proceeding in bankruptcy in the United States Bankruptcy Court for the Northern District of Alabama on March 6, 2009, which action was assigned Case No. 09-01407-TOM-11 ("Brown").

WHEREAS, Modder, Inc. filed a proceeding in bankruptcy in the United States Bankruptcy Court for the Northern District of Alabama on March 6, 2009, which action was assigned Case No. 09-01403-TOM-11 ("Modder").

WHEREAS, the United States Bankruptcy Court consolidated the cases of Bessemer, Brown and Modder by Order entered April 10, 2009 (the "Modder Consolidated Case") and Robert A. Morgan was appointed and is qualified as Chapter 11 Trustee of the Modder Consolidated Case.

WHEREAS, Robert A. Morgan, as Trustee, has entered into an Agreement to Sell/Assume Liabilities/Assign Contracts/Settlement Agreement with, amongst others, Elizabeth

Anne Modder Wallace (“Wallace”), whose husband is Frank Wallace (“Frank Wallace”). A term of the Agreement to Sell/Assume Liabilities/Assign Contracts/Settlement Agreement (“Sales Agreement”) is the execution of this Release by the Trustee, and

WHEREAS, the United States Bankruptcy Court has approved the Sale Agreement, which now is a Final Order, is fully effective and, therefore, this Release is due to be executed in conformity with the Motion seeking approval of the Sale Agreement and the Order.

NOW, THEREFORE, in acknowledgment of the truth and verity of the foregoing Recitals, and for and upon the consideration of the terms set forth in the Sales Agreement approved by the United States Bankruptcy Court for the Northern District of Alabama, Robert A. Morgan, as Trustee of the Modder Consolidated Case, agrees as follows:

1. On behalf of himself as Trustee of Bessemer, Brown and Modder, and for the Modder Consolidated Case and the respective Estates, for himself as well as his and their respective successors, assigns, subsidiaries, replacement or successor trustees, creditors and related entities, releases and discharges, and by these presents does completely release, remise, acquit and forever discharge Wallace of and from any and all claims, demands, actions, causes of actions, suits, costs, damages, benefits, expenses, accruals, compensation and liabilities of every kind, character and description, whether direct or consequential, at law or in equity, whether now known or unknown, foreseen or unforeseen, by the Trustee, or either Estate which he, it or they may now have or have ever had as pertains to, arising or resulting from, or in any manner incident to, any of the matters, things or events growing out of or otherwise encompassed within the several bankruptcy proceedings, any adversary proceeding, or any other matters arising or accruing from the beginning of time until February 18, 2010 , and further agrees that he, it or

they shall not file any claim, suit or charge against Wallace for any such matter arising or accruing through the date of this Release; and

2. That for himself as Trustee as well as for Bessemer, Brown, Modder, the Modder Consolidated Case, their respective estates, creditors, successors, assigns, subsidiaries and related entities or successor trustees, does hereby pro tanto release and discharge, and by these presents does completely pro tanto release, remise and forever discharge Frank Wallace of and from any and all claims, demands, actions, causes of actions, suits, costs, expenses, accruals, compensation, liabilities of every kind, character and description, whether direct or consequential, at law or in equity, whether now known or unknown, foreseen or unforeseen by the Trustee or either estate which against Frank Wallace, he, it or they may now have or have ever had as pertains to, arising or resulting from, or in any manner incident to, the matters, things or events growing out of or encompassed within the bankruptcy proceedings, Modder Consolidated Case, or otherwise arising or accruing from the beginning of time until February 18, 2010, less and except any claim, action, or transaction related to or otherwise associated with the causes of action, fact circumstances or transactions involved in the lawsuit filed on behalf of the Modder Consolidated Case against Unity Financial Life Insurance Company and currently assigned Adversary Proceeding No. AP 09-161.

3. Robert A. Morgan does hereby declare, acknowledge and covenant that he has not assigned in any way to any other person or entity all or part of any claim that he, it or they may have against Wallace or Frank Wallace. Each party expressly denies reliance upon any representation not expressing contained and included herein, and has had the opportunity to review the terms of this Release Agreement with their respective counsel.

4. This Release Agreement incorporates the full and complete understanding by and between the parties for those matters described herein, but to the extent any term hereof requires definition or determination, reference is directed to the Sales Agreement to which this Release Agreement forms a part.

5. This Release Agreement may only be modified by a written modification signed by each party hereto and that the terms hereof have been negotiated and drafted equally between the respective parties and should not be construed in favor of one party against another.

IN WITNESS WHEREOF, the said Robert A. Morgan, Trustee, and other parties hereto have executed this Release Agreement this the ____ day of _____, 2010.

ROBERT A. MORGAN, TRUSTEE
of the Chapter 11 proceeding of Modder, Inc., Bessemer
Brown Service Funeral Home, LLC, and Brown Service
Funeral Home, LLC